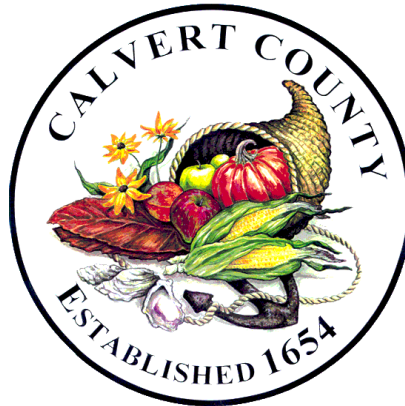


INVITATION TO BID
BOARD OF COUNTY COMMISSIONERS
OF
CALVERT COUNTY

PRINCE FREDERICK, MARYLAND 20678



ITB 2022-065
ATHLETIC SURFACING AND ASPHALT MAINTENANCE

PROCUREMENT OFFICE
131 MAIN STREET, SUITE 100
PRINCE FREDERICK, MARYLAND 20678
Taylor.Smith@calvertcountymd.gov
410-535-1600/301-855-1243, Extension 2288

DUE DATE/TIME: May 20, 2022 by 2:30 p.m. (Local Prevailing Time)

PRE-BID MEETING: None

INITIAL WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE MAY 6, 2022 BY 3:00 p.m. (LOCAL PREVAILING TIME). FINAL WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE MAY 11, 2022 BY 3:00 p.m. (LOCAL PREVAILING TIME). ALL QUESTIONS SHALL BE SUBMITTED TO THE PROCUREMENT OFFICE AT Taylor.Smith@calvertcountymd.gov.



INVITATION TO BID CALVERT COUNTY GOVERNMENT

Bids shall be submitted in a **SEALED ENVELOPE** with the label provided below affixed to the front. The Board of County Commissioners of Calvert County, Maryland reserves the right to reject bids improperly labeled. The envelope shall also show the Contractor's name and address.

From: _____

SEALED BID

TO BE DELIVERED AND OPENED BY:

**CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
131 MAIN STREET, SUITE 100
PRINCE FREDERICK, MARYLAND 20678**

BID TITLE: _____

ITB NUMBER: _____

BID DATE: _____ **BID TIME:** _____



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NOTICE TO CONTRACTORS

Sealed bids shall be due on or before May 20, 2022, by 2:30 p.m. (Local Prevailing Time) for:

<p style="text-align: center;">ITB 2022-065 ATHLETIC SURFACING AND ASPHALT MAINTENANCE</p>
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A pre-bid meeting will not be held.

To be considered for award, a bid shall comply in all material respects with the Invitation to Bid (hereinafter, ITB). Such compliance enables Contractors to stand on an equal footing and maintain the integrity of the sealed bidding system.

A virtual **bid opening** will be held on May 20, 2022 at 3:00 p.m. (Local Prevailing Time). The public may participate through Zoom as follows:

To Join by Computer: <https://us02web.zoom.us/j/82080779742>

To Join by Phone: 833 548 0282 or 877-853-5257 (US Toll-free)

Meeting ID: 820 8077 9742, Password: 892029

After the virtual opening, public access to any audio, video, internet, or web-based broadcast of the opening shall be discontinued.

Bids shall be submitted in a **SEALED ENVELOPE** with the label provided affixed to the front. The Board of County Commissioners of Calvert County, Maryland, noted hereinafter as Calvert County Government (or the officially authorized official), reserves the right to reject bids improperly labeled. The envelope shall also show the Contractor's name and address.

The Contractor may submit their response as follows:

1. Ship package through UPS, Fedex, or hand delivery to:
CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
131 MAIN STREET, SUITE 100
PRINCE FREDERICK, MARYLAND 20678
2. Ship package through the United States Postal Service (USPS) to:
CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
COURTHOUSE, 175 MAIN STREET
PRINCE FREDERICK, MARYLAND 20678

NOTE: The United States Postal Service does not deliver to 131 Main Street, Suite 100, Prince Frederick, Maryland 20678.

Where bids are sent by mail to the Calvert County Government Procurement Office, the Contractor shall be responsible for their delivery before the date and time set for the closing of bid acceptance. If the delivery is delayed beyond the date and hour set for the bid closing, such bids shall not be accepted. The United States Postal Service does not deliver to the above address.

Acceptance of bids by Calvert County Government employees, other than employees of the Procurement Office, shall not be deemed proper delivery.

If an emergency or unanticipated event interrupts normal government processes so that bids cannot be received at the Calvert County Government Procurement Office by the exact time specified in the ITB and urgent Calvert County Government requirements preclude amendment of the bid opening date, the time specified for receipt of bids shall be deemed to be extended to the same time of day specified in the ITB on the first work day on which normal governmental processes resume.

All bids received before the time set for the opening of bids shall be kept secure. The bids shall not be opened or viewed, and shall remain in a locked bid box, a safe, or in a secured, restricted-access electronic bid box. If an ITB is cancelled, bids shall be returned to the Contractors. Necessary precautions shall be taken to ensure the security of the bid box or safe. Before bid opening, information concerning the identity and number of bids received shall only be made available to employees of Calvert County Government Procurement Office. Such disclosure shall be only on a "need to know" basis. If bid samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening.

Bids made on any form(s) other than the required form(s) included in this ITB shall not be considered. Changes in the phraseology of the proposal, additional, or limiting provisions, shall render the proposal informal and may cause its rejection.

Contractors shall be responsible for obtaining all documentation, including but not limited to any addenda issued by going to eMaryland Marketplace Advantage at <https://emma.maryland.gov> prior to submitting their bid.

Changes to the Information for Contractors or Technical Specifications shall only be made in writing. Calvert County Government assumes no responsibility for verbal instructions or interpretations.

Unless otherwise specified, all formal bids shall be binding for 120 calendar days following bid-opening date, unless extended by mutual consent of all parties.

Calvert County Government is tax exempt and all prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories. However, taxes are required to be paid by the Contractor on all materials and equipment to be incorporated into the project. The Contractor is prohibited from using Calvert County Government's tax-exempt number for any purchases.

Contractors are warned against unbalancing their proposals as this will render them liable to rejection.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of Calvert County Government may require.

If the Contractor to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the next lowest responsible Contractor, and such Contractor shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or Calvert County Government may reject all bids as its interests may require.

Contractors shall examine all documentation carefully. In case doubt shall arise as to the meaning or intent of anything comprised in the specifications, inquiry shall be made to the Procurement Office before a bid is submitted. Written questions and inquiries shall be accepted from all Contractors. The Procurement Office shall be the sole point of contact for this solicitation unless otherwise instructed herein. Written requests for information related to

this ITB shall be directed to the Procurement Office, Taylor Smith, Procurement Specialist, by E-Mail: Taylor.Smith@calvertcountymd.gov. Unauthorized contact with other Calvert County Government staff regarding this ITB may result in the disqualification of the Contractor. Inquiries pertaining to this ITB shall give the ITB number, title, due date, and time. ***Initial written questions shall be due on or before May 6, 2022 by 3:00 p.m. (Local Prevailing Time) and final written questions shall be received on or before May 11, 2022 by 3:00 p.m. (Local Prevailing Time).*** It shall be the responsibility of all Contractors to ensure they have received all addenda and other documents issued. All addenda issued shall become a part of the Contract Documents and shall be fully considered by all Contractors during formation of Bids. The submission of a bid shall indicate the Contractor thoroughly understands the terms of all Contract Documents.

The submission of a bid on this work and service shall be considered as a representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the specifications and other Contract Documents, and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished; also, that the Contractor is familiar with all Federal, State and County laws, all codes and ordinances of Calvert County Government to which affect the prosecution of the work and persons engaged or employed in the work or the materials and equipment used in the work.

Contractors shall execute the following forms and provide required information and include as part of their bid. Failure to do so may be cause for rejection of bid as nonresponsive.

1. Price Proposal
2. Anti-Bribery Affirmation and Affidavit of Qualification to Bid
3. Subcontractors and Suppliers
4. Product Data Sheets for Substitute Products and Evidence of Compliance for Specified Use
5. Addenda, if Applicable
6. Questions and Answers/Clarification, if Applicable

The results for this ITB shall be posted on Calvert County Government's web site at <http://www.calvertcountymd.gov/2508/FY-2022-Bid-Results>

ITB 2022-065
ATHLETIC SURFACING AND ASPHALT MAINTENANCE
PRICE PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material, supervision, and equipment necessary for ATHLETIC SURFACING AND ASPHALT MAINTENANCE as specified to the Board of County Commissioners of Calvert County in accordance with specifications and other documents herein and at the following price(s):

IF BIDDING ON A SUBSTITUTE PRODUCT WHICH MEETS OR EXCEEDS THE PRODUCTS LISTED FOR APPLICABLE ITEM NUMBERS, CONTRACTOR SHALL IDENTIFY THE PRODUCTS TO BE USED AND PROVIDE SUBSTITUTE PRODUCT INFORMATION WITH BID.

ITEM #	DESCRIPTION	MANUFACTURER AND PRODUCT NAME	UNIT OF MEASURE	UNIT PRICE	<u>IF BIDDING ON SUBSTITUTE PRODUCT</u> MANUFACTURER AND PRODUCT NAME
1	Crack Filling – Furnish and Apply Flexible Compound, Acrylic Latex-ite	Dalton Enterprises, Inc. Latex-ite	Linear Feet	\$	
2	Furnish and Install Crack Repair - Guardian System	Sport Court St. Louis Guardian Crack Repair	Linear Feet	\$	
3	Resurfacer – Furnish and Apply Acrylic; 1 Coat Application	Dalton Enterprises, Inc. Latex-ite	Square Yards	\$	
4	Color Coat Application – Furnish and Apply Acrylic; 3 coat application	Dalton Enterprises, Inc. Latex-ite	Square Yards	\$	
5	Furnish and Apply Color Coat Application – Basketball/ Multi Use Court; 2 Coat Application.	Dalton Enterprises, Inc. Latex-ite	Square Yards	\$	
6	Furnish and Apply Playing line Application - Pickleball		Linear Feet	\$	
7	Furnish and Apply Playing Line Application – Tennis Court		Linear Feet	\$	
8	Furnish and Apply Playing Line Application – Basketball Court		Linear Feet	\$	
9	Furnish and Install Leveling Compound (for Bird Bath Puddles) Acrylic Polymer – 1/8-Inch Depth		Square Feet	\$	

CONTRACTOR'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

ITEM #	DESCRIPTION	MANUFACTURER AND PRODUCT NAME	UNIT OF MEASURE	UNIT PRICE	IF BIDDING ON SUBSTITUTE PRODUCT MANUFACTURER AND PRODUCT NAME
10	Furnish and Install Premier Court Surface		Square Yards	\$	
11	Furnish and Install Stonedust/Overlay 1-2-1		Square Yards	\$	
12	Demolition/Removal of Existing Asphalt and Stone Base Structures		Cubic Yards	\$	
13	Remove and Replace Net Post Footer, Single Type		Each	\$	
14	Remove and Replace Center Anchor		Each	\$	
15	Furnish and Install Core drill and Sleeve net post footer		Each	\$	
16	Remove and Replace Pedestrian Gate; .120 core Permabond, Black. Gates are Approximately. 3' x 8' and must be customized to each site		Each	\$	
17	Remove and Replace Leaf Gate		Each	\$	
18	Furnish and Install Leaf Gate; .120 Core Permabond Black		Each	\$	
19	Adjust/Repair Tennis Courts Gate Hinges/Latches – 1 Gate		Cubic Yards	\$	
20	Remove and Replace Tennis Court Fence Fabric, .120 core Permabond, Black		Square Feet	\$	
21	Remove and Replace Tennis Court Fence Fabric, All Vertical & Horizontal Poles, Top Rail and Bottom Tension Wire. 148 Core Permabond, Black. 1 Pole / 10 Feet of Fabric		Square Feet	\$	
22	Furnish and Install Middle and/or Bottom Rail, Permabond, Black		Linear Feet	\$	
23	Furnish and Install Vinyl Sleeve, Vertical Poles		Each	\$	

CONTRACTOR'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

ITEM #	DESCRIPTION	MANUFACTURER AND PRODUCT NAME	UNIT OF MEASURE	UNIT PRICE	IF BIDDING ON SUBSTITUTE PRODUCT MANUFACTURER AND PRODUCT NAME
24	Per Court Cost: re-install fencing after paving that was removed for access, including re-install poles and re-attaching fabric to poles with ties, nuts, and bolts		Each	\$	
25	Per Court Cost: remove and reinstall existing fence fabric using existing materials. Trim excess material flush to top rail		Square Yards	\$	
26	Replace fencing using existing vertical poles that are to be vinyl sleeved and installing new Permabond black fabric, top rail and new hardware		Square Feet	\$	
27	Hot Water Pressure Washing of Surface		Square Yards	\$	
28	Prep and Paint Stroking Wall		Square Yards	\$	
29	Remove and Replace Tennis Net Posts		Square Yards	\$	
30	Furnish and Install Tennis Net and Center Strap Assembly.	Tennis Net: McGregor Super Pro 5000 #TN5000 Center Strap: McGregor Center Strap #MTCSTRAP	Square Yards	\$	
31	Furnish and Install Center Strap; McGregor Center Strap	McGregor #MTCSTRAP	Square Yards	\$	
32	Furnish and Install Basketball Goal in Multi-Use Court; Basketball Goal Set #PR-55	Bison #PR-55	Square Yards	\$	
33	Furnish and Install Basketball Goal in Multi-Use Court; Ultimate Basketball Goal Set	Bison #BA871-BK	Square Yards	\$	
34	Furnish and Install Basketball Goal in Multi-Use Court; Ultimate Basketball Goal Set	Bison #BA873-UBK	Square Yards	\$	

CONTRACTOR'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

ITEM #	DESCRIPTION	MANUFACTURER AND PRODUCT NAME	UNIT OF MEASURE	UNIT PRICE	IF BIDDING ON SUBSTITUTE PRODUCT MANUFACTURER AND PRODUCT NAME
35	Asphalt Repairs As Specified		Square Yards	\$	
36	Supply and Spread Topsoil and Turf Seed as required		Cubic Yards	\$	
37	Furnish and Install Petrotac – 1 Foot Wide Paving Crack Fabric	Propex Petrotac	Linear Feet	\$	
38	Furnish and Install Petromat Paving Fabric	Propex Petromat Original	Square Yards	\$	
39	Excavation of Existing Unsuitable Surface and Sub-Base Soil		Cubic Yards	\$	
40	Grind Down Humps or Heaved Cracks		Linear Feet	\$	
41	Furnish and Install 10' x 12' Stroking Wall		Each	\$	
42	Furnish and Install 10' x 16' Stroking Wall		Each	\$	
43	Furnish and Install Underdrain System - 4" Perforated PVC Pipe with Filter Cloth and #57 Stone		Linear Feet	\$	
44	Furnish and Install Asphalt Impregnated Fiberglass Membrane - Installed with Acrylic Resurfacer – Full Court		Square Yards	\$	
45	Furnish and Install Asphalt Impregnated Fiberglass Membrane - Installed with Acrylic Resurfacer – Strip Membrane		Linear Feet	\$	
46	Furnish and Install Color Coat Application – Per Coat Acrylic Color Coating Material – Super Fortified		Square Yards	\$	
47	Furnish and Install Clear Coat Sealer – Acrylic Color Coating for Durability		Square Yards	\$	
48	Back Fill Edges of Tennis Courts after Asphalt Paving (including clean fill as required)		Cubic Yard	\$	

CONTRACTOR'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

ITEM #	DESCRIPTION	MANUFACTURER AND PRODUCT NAME	UNIT OF MEASURE	UNIT PRICE	IF BIDDING ON SUBSTITUTE PRODUCT MANUFACTURER AND PRODUCT NAME
49	Raise Existing Basketball Standards after Stone Dust Overlay System		Each	\$	
50	Furnish and Install Metal Coping for Stroking Wall		Linear Feet	\$	
51	Install and Remove Construction Entrance		Each	\$	
52	Furnish and Install Backdrop Curtains		Square Foot	\$	
53	Emergency Mobilization Rate		Lump Sum	\$	
TOTAL BID (ITEMS 1-53)				\$	

ADD ALTERNATE			
ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
A-1	Overnight Sight Security	Per Hour	\$

Verify math calculation. In the event of errors in computation, unit price(s) shall be the determining factor for the total(s).

CONTRACTOR'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of proposal, the necessary Contract shall be executed by the Contractor and returned to Calvert County Government within ten (10) business days after such notice.

No Contractor shall withdraw their proposal within 120 calendar days after the opening thereof.

The undersigned has caused this proposal to be executed as of the day and year indicated on each proposal page and hereby agrees to provide aforementioned services necessary for compliance with the Contract Documents and agrees to provide these for the price(s) indicated in this proposal form. By signing each proposal page, the Contractor does hereby attest they have fully read the ITB and understands it.

The time for performance of this Contract shall begin from the date of the Notice to Proceed or as otherwise directed by Calvert County Government.

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the ITB documents and agrees to the Contract Terms and Conditions as contained herein.

CONTRACTOR'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted. A trade name (i.e., a shortened or different name under which the firm does business) shall not be used when the legal name is different. Corporations shall have names complying with State law. The Contractor's signature shall conform to the following:

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the Offeror or Contractor.

CONTRACTOR'S LEGAL BUSINESS NAME	TELEPHONE NUMBER
PRINCIPAL OFFICE ADDRESS	FAX NUMBER
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)	
SIGNATURE OF ABOVE PERSON	DATE
WITNESS	DATE

REFERENCES

List at least three (3) references for whom your company has provided the service as outlined in this Invitation to Bid during the past 3-year period. Calvert County Government reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this ITB. Calvert County Government reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

1. Company: _____
 Address: _____
 Contact Person: _____
 Telephone: _____
 E-Mail Address: _____
 Location of Work: _____

2. Company: _____
 Address: _____
 Contact Person: _____
 Telephone: _____
 E-Mail Address: _____
 Location of Work: _____

3. Company: _____
 Address: _____
 Contact Person: _____
 Telephone: _____
 E-Mail Address: _____
 Location of Work: _____

Specify the number of years your company has been in business as a contractor providing the requested services:

_____. (Shall be at least 3 years.)

CONTRACTOR'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

GENERAL CONDITIONS OF BID AND CONTRACT

DEFINITIONS

Wherever the words defined in this section or pronouns used in their stead, occur in the specifications, proposal, contract or bond, they shall have the meanings herein given and as defined:

BIDDER/OFFEROR/CONTRACTOR shall mean a firm that responds to this ITB with a bid.

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND shall mean the governing board of elected officials of Calvert County, Maryland noted hereinafter as Calvert County Government (or the officially authorized official).

CALVERT COUNTY or COUNTY shall mean Calvert County, Maryland.

CONTRACT DOCUMENTS shall mean those written documents that define the roles, and responsibilities, and work under the Contract, and are legally binding on the parties (Calvert County Government and the Contractor). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

CONTRACTING OFFICER shall mean the Procurement Office Division Chief or their designated representative entrusted by Calvert County Government with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Director, Department of Parks & Recreation, and shall mean the principal or their duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGER shall mean that person whom the Director has designated to supervise performance of this Contract on behalf of the Calvert County Government within the scope of duties entrusted under such delegation of authority.

Whenever the Contract Documents or upon any drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Manager is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Manager, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGER

Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Project Manager with a Request for Information. The Project Manager shall respond to the Contractor in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision will be provided.

Work done by the Contractor after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Manager shall be done at the Contractor's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence and Notice to Contractors, lowest precedence):

- Change Orders
- Addenda
- Federal, State, and/or County Requirements
- General Conditions of Bid and Contract
- Specifications
- Price Proposal
- Contract
- Notice to Contractors

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

BID FORMS AND AFFIDAVITS

All bids shall be submitted on the forms provided, shall be signed by a principal duly authorized to make contracts, and submitted in a sealed envelope.

The attached Anti-Bribery Affirmation and Affidavit of Qualification to Bid form shall be submitted with bids. Failure to comply may be cause for rejection of bids.

ALTERNATE BIDS

Alternate bids shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE BID. The alternate bid shall only be considered if the Contractor's primary bid is the lowest responsible bid.

BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the ITB, the name of a certain brand, make or manufacturer does not restrict Contractors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired, and any article which Calvert County Government in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom shall be permitted, and the Contractor shall be required to furnish articles in conformity with that specification.

NEW GOODS, FRESH STOCK

All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design, or pack.

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Contractor in writing and submitted with the price proposal. Calvert County Government reserves the right to accept or reject any deviation.

PROHIBITION AGAINST UNIFORM PRICING

Calvert County Government shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid, each Contractor shall, by virtue of submitting a bid, guarantee that the Contractor has not been a party with other Contractors to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such Contractors. Any disclosure to or acquisition by a competitive Contractor, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

AWARD OR REJECTION OF BIDS

Calvert County Government shall award the Contract to the lowest responsible bidder, subject to its right to reject any or all bids Calvert County Government reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of Calvert County Government. Calvert County Government reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of Calvert County Government to do so. Calvert County Government also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Contractor who investigation shows is not in position to perform the Contract.

In determining the "lowest responsible bidder", in addition to considering price, Calvert County Government shall consider:

1. The ability, capacity, and skill of the bidder to perform the Contract or provide the services required;
2. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
6. Whether the bidder is in arrears to Calvert County Government on any debt or Contract, is in default on any surety to Calvert County Government, or is delinquent as to any taxes or assessments; and
7. Any other information that may have a bearing on the decision to award the Contract.

WARRANTY AND SUPPORT

The Contractor shall warrant the products and services furnished during the course of this Contract to be of the highest quality, complying with the specifications, and free from all defects

in materials and workmanship. The Contractor shall warranty all products for a period of not less than one (1) year after acceptance by Calvert County Government. If the manufacturer's warranty is for more than a one (1) year period, the Contractor shall adhere to the manufacturer's warranty. The Contractor agrees to promptly repair, replace, or correct, at the Contractor's expense, any materials or workmanship problems arising during the warranty period at no cost to Calvert County Government. The construction, interpretation, and performance of all applicable standard manufacturer's warranty shall be governed by the laws of the State of Maryland. All warranties and guarantees required shall be furnished by the Contractor and shall be delivered to Calvert County Government before final payment on any portion of the Contract is made.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of Calvert County Government. The Contractor shall indemnify, keep, and save harmless Calvert County Government, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against Calvert County Government in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against Calvert County Government in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Calvert County Government as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), except where religion, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Contractor shall, in good faith, cooperate with Calvert County Government in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The Contractor shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

INSURANCE

The Contractor shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Insurance companies providing insurance shall be acceptable to Calvert County Government. Self-insured Contractor s shall submit an affidavit attesting to their self-insured coverage.

1. Certificate Holder, Additional Insured, and Contract Information

- a. The Board of County Commissioners of Calvert County, Maryland shall be named as certificate holder and as an additional insured for the duration of the Contract as follows:

Board of County Commissioners of Calvert County, Maryland
Attention: Procurement Office
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678
- b. The certificate shall also indicate the contract name and number.
- c. Additional insured shall be as pertains to general liability and automobile liability.
- d. The "ADDL INSD" box shall be checked for general liability and automobile liability.

2. Commercial General Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000.00 aggregate.

3. Automobile Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include vehicles to be used in conjunction with this Contract on behalf of the Contractor.

If during the life of this Contract the Contractor owns commercial vehicles or obtains commercial vehicles, the Contractor shall procure and maintain Automobile Liability Insurance, to include No-Fault coverage, with limits not less than \$1,000,000.00 per accident combined Bodily Injury and Property Damage. Coverage shall include "Any Auto" as indicated on the required Certificate of Insurance.

If during the life of this Contract the contractor does not own commercial vehicles, the Contractor shall procure and maintain vehicle coverage in accordance with the statutes of the State of Maryland. Coverage shall include "Non-Owned" and "Hired" as indicated on the required Certificate of Insurance.

4. Workers Compensation

During the life of this Contract, the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that the Contractor shall show some alternative injury insurance coverage, either through health insurance or employer's liability coverage.

5. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to Calvert County Government. Insurance companies providing insurance shall be acceptable to Calvert County Government. The Contractor agrees to provide Calvert County Government a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor agrees to notify Calvert County Government within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Contractor's responsibility to make immediate notification to Calvert County Government if any changes are made to the policy.

WORK TO BE DONE AND MATERIALS TO BE FURNISHED

The Contractor shall perform all the work and furnish all the labor, material, tools, and appliances necessary or proper for performing the work required during the term of this Contract, in the manner called for by any drawings. The Contractor shall complete the required work, together with such extra work as may be required to the satisfaction of Calvert County Government and the Project

Manager or duly authorized representative(s) and in accordance with any drawings. All installations and materials shall comply with building codes in effect at the time work is performed.

MAINTENANCE OF TRAFFIC

The Contractor shall carry on their work in such a manner so as to cooperate with all pedestrian and vehicular traffic to the adjacent areas. The Contractor shall cooperate to keep access to adjacent properties or areas at all times. The attention of the Contractor is directed to the fact that right of way for emergency and/or construction vehicles shall be maintained by the Contractor at all times.

RESTORATION OF DISTURBED SURFACES

If necessary, upon completion of work under this project, any streets, driveways, walks, steps, lawns, and slopes which have been disturbed shall be restored to their original condition and the cost thereof shall be included in the various unit prices bid.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

WORKMANSHIP

All materials furnished and all work done shall be of the quality and character required by any drawings and projects to be completed during the course of the Contract. Where no standard is specified for such work or materials, they shall be of a kind acceptable to the Project Manager or duly authorized representative.

Any unsatisfactory materials furnished, or work performed, at whatever time discovered, shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Project Manager or duly authorized representative. If the Contractor neglects or refuses to remove such unsatisfactory work or material within forty-eight (48) hours after the receipt of the above-mentioned notice, or if the Contractor shall not make satisfactory progress in doing so, Calvert County Government may cause said work or material to be removed and satisfactorily replaced, by contract or otherwise, and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the contract. UPON COMPLETION OF PROJECTS UNDER THIS CONTRACT, THE ENTIRE WORK SHALL BE DELIVERED TO CALVERT COUNTY GOVERNMENT PERFECT AND COMPLETE AND IN A SATISFACTORY WORKING CONDITION.

EMPLOYMENT OF SKILLFUL PERSONNEL

The Contractor shall employ only competent, skillful personnel to perform or supervise the work, and whenever the Project Manager or duly authorized representative shall, in writing, notify the Contractor that any personnel employed on the work is, in Calvert County Government's opinion incompetent, disobedient, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, such employee shall be removed and shall not again be employed on the work, except with the consent of the Project Manager or duly authorized representative. Onsite Contractor's representative must be able to verbally communicate with onsite personnel effectively.

CARE AND PROTECTION OF WORK

From the commencement of each project during the course of this Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause shall be made good by the Contractor, at the Contractor's own expense, before the final payment is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as for completed work.

INJURY TO PROPERTY

In case any direct or indirect damage is done to public or private property, by or because of the work, or in consequence of any act or omission on the part of the Contractor, the Contractor's employees or agents, the Contractor shall, at the Contractor's own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise, as may be required by the Project Manager or duly authorized representative or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore such property, or make good such damage, the Project Manager or duly authorized representative may, upon forty-eight (48) hours' written notice, proceed to repair, rebuild, or otherwise restore such property, as may be necessary, and the cost thereof shall be deducted from any monies due or to become due the Contractor under the Contract; or Calvert County Government may deduct, from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager or duly authorized representative, to reimburse the owners of the property so damaged.

SURVEYS, PERMITS, AND REGULATIONS

Unless otherwise expressly provided for during the course of this Contract, Calvert County Government shall furnish the Contractor all surveys, necessary for the execution of work. The Contractor shall comply with all laws, codes, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, firm, or corporation, without the previous written consent of Calvert County Government.

If the Contractor desires to assign their right to payment of the Contract, Contractor shall immediately notify Calvert County Government, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from their obligations or change the terms of the Contract.

STATUS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor shall be required to establish to the satisfaction of Calvert County Government the reliability and responsibility of each subcontractor to furnish and perform work under this Contract.

Subcontractors and other persons and organizations proposed by the Contractor and accepted by Calvert County Government shall be used on the work for which they were proposed and accepted and shall not be changed except with the prior written approval of Calvert County Government.

If any part of the Work to be done under this Contract is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract. The subcontracting of any work to be done shall in no way relieve the Contractor of any part of its responsibility under the Contract. Certified copies of subcontract agreements shall be provided by the Contractor to Calvert County Government upon request.

Any person undertaking a part of the work under the terms of the Contract, by virtue of an agreement with the Contractor, who, prior to such undertaking must receive the approval of Calvert County Government. Calvert County Government may terminate the Contract if subcontracting is done without prior approval.

1. It is stipulated and agreed that the Contractor shall be an independent contractor in the performance of this Contract and shall have complete charge of persons engaged in performance of the Work. The Contractor shall perform work in accordance with its own methods, subject to compliance with the requirements of the Contract.
2. Subcontractors shall not be recognized as having a direct relationship with Calvert County Government. The persons engaged in the Work, including employees of subcontractors and suppliers, shall be considered employees of the Contractor and their work shall be subject to the provisions of the Contract. References in these Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor or Calvert County Government shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, or person to perform the specified action.

The Contractor shall not employ any subcontractors not properly licensed in accordance with State or County law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to Calvert County Government that the subcontractor is properly licensed for the work it shall perform.

Contractor shall be fully responsible to Calvert County Government for the performance, acts, and omissions of its subcontractors, and of persons directly or indirectly employed by them. Each subcontract shall expressly incorporate by reference the terms of this Contract, including the following provisions:

- 1) Each subcontractor shall carry insurance as required by this Contract and provide evidence of such insurance.
- 2) Each subcontractor shall be obligated to defend, indemnify, and hold Calvert County Government harmless from all claims arising from the subcontractor's portion of the Work in the same manner as Contractor.
- 3) Each subcontractor shall grant Calvert County Government a license to use its drawings and design materials.
- 4) Each subcontractor shall acknowledge Calvert County Government's right to suspend or terminate the Contract and waive any right to anticipate profits in the event of such termination.

The removal and/or substitution of any subcontractor shall be made in writing by the Contractor and approved by Calvert County Government.

COOPERATION AMONG SUBCONTRACTORS

Each subcontractor shall coordinate the work with adjacent work and cooperate with other trades so to facilitate general progress of work. Each trade shall afford other trades every reasonable opportunity for installation of work and for storage of materials. Each subcontractor shall

thoroughly examine all existing and connecting work before starting work under its own trade section and shall report to the Contractor, any conditions which would impair the excellence of any work to be performed under this Contract. In absence of any such report each subcontractor, upon the beginning of their work, shall be considered as having accepted all preceding work, and as having waived all claims to the contrary.

TERMINATION OF CONTRACT

Calvert County Government may terminate a contract, in whole or in part, whenever Calvert County Government determines that such termination is in the best interest of Calvert County Government, without showing cause, upon giving written notice to the Contractor. Calvert County Government shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount exceeding the price proposed for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Contractor has not performed or has unsatisfactorily performed the Contract, Calvert County Government may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of Calvert County Government. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Contractor shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by Calvert County Government in completing the Contractor's obligations under the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by Calvert County Government. In the event Calvert County Government does not appropriate funds for the continuation of this Contract, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

Calvert County Government reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If Calvert County Government shall terminate a contract, Calvert County Government shall attempt to give written notice at least thirty (30) calendar days in advance of the effective date. The Contractor shall be paid for all labor and material provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

SERVICE DELIVERY FAILURES

Failures of a Contractor to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by Calvert County Government shall constitute authority for Calvert County Government to procure the services required under this Contract in the open market. On all such purchases, the Contractor shall reimburse Calvert County Government, within a reasonable time as specified by Calvert County Government, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

DELIVERY AND POINT OF DESTINATION

All materials or supplies shipped to Calvert County Government shall be shipped F.O.B. DESTINATION unless otherwise stated in the Contract. The Contractor or their representative shall be at the job site to receive deliveries when they arrive.

NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in Calvert County Government's opinion, is unforeseeable and beyond the control of the Contractor. Under such circumstances, however, the Procurement Office may at their discretion, cancel the Contract.

BREACH OF CONTRACT

- A. In the event the Contractor shall fail to comply with any of the terms or conditions of the Contract Documents the Project Manager shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contractor to remedy the same within said period, the Project Manager shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor or their surety.
- B. In addition to those instances specifically referred to in other sections herein contained, Calvert County Government shall have the right at its option to terminate the Contract under any one or more of the following:
 - 1) If the Contractor becomes insolvent.
 - 2) If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from Calvert County Government.
 - 3) In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
 - 4) In the event the Contractor fails to commence work in accordance with the specifications of this ITB.
 - 5) In the event the Contractor shall abandon the work or any portion of the work to be performed under this contract before completion.
 - 6) If the Contractor shall fail to fully, properly, and in a good and workman-like manner perform any or all of the conditions, covenants, terms or conditions contained within the Contract Documents.
 - 7) If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.
 - 8) If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business.
 - 9) If Calvert County Government shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of Calvert County Government, and all such materials shall be surrendered to Calvert County Government upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Contractor's obligations under the resulting Contract without the prior written consent of Calvert County Government. Documents and materials developed by the Contractor under the resulting contract shall be the property of Calvert County Government; however, the Contractor may retain file copies, which cannot be used without prior written consent of Calvert County Government. Calvert County Government agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified, when the Contractor is not the company of record.

PAYMENT(S)

Payment(s) shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of properly completed invoices. Calvert County Government reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening, the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, Calvert County Government shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to Title 4 of the General Provisions Article of the Maryland Annotated Code. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR, OR CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND SHALL IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, Calvert County Government disclaims responsibility for disclosure of any such material in the public record.

If a Contract is awarded to a bidder, offeror, or contractor as a result of the submission of restricted information, Calvert County Government shall have the right to duplicate, use or disclose the data to the extent consistent with Calvert County Government's need in the procurement process.

A bidder, offeror or contractor agrees to indemnify, protect and save harmless Calvert County Government, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

INCURRING COSTS

Calvert County Government shall not be liable for any costs incurred by the Contractor prior to the issuance of the contract.

COMPLETENESS

All information required by this ITB shall be supplied to constitute a proper bid. Calvert County Government shall not be responsible for the premature opening of bids if not properly addressed or identified.

NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions shall be made directly between the Contractor and the requesting entity. Calvert County Government assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed.

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, Calvert County Government and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of Calvert County Government and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

Calvert County Government's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by Calvert County Government for the performance of this Contract. Calvert County Government's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of Calvert County Government to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of Calvert County Government in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understandings, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland.

ITB 2022-065
ATHLETIC SURFACING AND ASPHALT MAINTENANCE

SPECIFICATIONS

1. INTENT

It is the intent of this ITB for Calvert County Government to establish a contract with a qualified Contractor to provide all labor, materials, equipment, and supervision necessary to provide exterior athletic surfacing and asphalt maintenance work on an on-call, as-needed basis at park facilities throughout Calvert County, Maryland.

2. SCOPE

The Contractor shall provide athletic surfacing and asphalt maintenance services in accordance with these specifications for the items listed on the price proposal pages of this ITB. The work shall be done at various Calvert County Government owned park facilities in Calvert County, Maryland. The Project Manager may make additions or deletions to the work as outlined. Failure of the Contractor to provide professional athletic surfacing and asphalt maintenance services during the course of this Contract shall be cause for termination of the Contract.

Calvert County Government reserves the right to check the Contractor's supplies and equipment and perform such investigations as may be deemed necessary to ensure competent personnel and management are utilized in the performance of the Contract. The Contractor shall notify the Project Manager or duly authorized representative of any change in staff under this Contract.

No services shall be performed without prior approval of the Project Manager or duly authorized representative. Any work performed without prior proper notification and approval by Calvert County Government shall be the responsibility of the Contractor, and the Contractor shall bear all costs.

Following is a list of athletic and asphalt categories which may be required under this Contract:

A. Athletic

- Acrylic Sports Surfaces
- Turf Products
- Tennis Surfaces
- Overlay Surfaces
- Repair Products
- Sports Equipment
- Sports Paving
- Paving
- Fencing

B. Asphalt

- Asphalt Surface Patch
- Asphalt Remove/Replace
- Asphalt Concrete Pavement
- Geotextile Paving Fabric
- Bonded Wearing Course
- Hot Rubber Crack Fill
- Asphalt Emulsion Seal Coat

C. Services

- Installation
- Coating
- Paving
- Lining

Attachment A provides a list of the exterior athletic courts found within Calvert County Government parks that may be subject to the work outlined in the Price Proposal pages and these specifications. Calvert County Government reserves the right to add or delete locations and courts.

3. PRODUCTS AND SERVICES

Calvert County Government will consider substitute products, where indicated, that meet or exceed the products specified. All substitutions shall be compatible with the appropriate athletic surface and comply with the specifications set forth. Product information sheets and evidence of compliance for the products' specified use shall be submitted with bid for all substitute products.

Basketball and tennis court surfaces, fencing, and screening dimensions/measurements including total working area(s) shall be verified in the field (site visits) by the Contractor. All materials, preparation, and subsequent application and construction shall be in compliance with the specifications of the manufacturer of the particular materials used and with the specifications of the American Sports Builders Association (ASBA). Court dimensions shall be Federation (ITF), the National Collegiate Athletic Association (NCAA), and the National Federation of State High School Associations (NFHS). Tennis Court installations must be in accordance with the most up-to-date and current United States Tennis Association (USTA) standards throughout the life of the Contract.

A. Preparation of Courts

The existing nets and net posts shall be removed, and the surface shall be cleaned and all loose material removed using a "hydroblaster" or high-pressure water sprayer (3,500 psi minimum). All cracks other than hairline cracks shall be cleaned and filled with appropriate acrylic crack filler. All expansion joints between the courts and at the net should be filled (sealed) with flexible polyurethane sealant or equivalent. All depressions greater than 1/16" should be leveled by filling with an appropriate acrylic based patching mix. All patches shall be ground smooth and if necessary, covered with one or more coats of acrylic resurfacer to obtain a uniform finish. Any spalled areas shall be taken out and filled in the same manner.

B. Surfacing of Courts

All material shall be new material and mixed on site. The entire surface shall be coated with one coat of acrylic resurfacer mixed with fine sand according to the manufacturer instructions. The filler and finish courses shall be applied by squeegees. Mechanical spray equipment and spreaders shall not be accepted. Finish shall be minimum two coats of acrylic color mixed with white silica sand, with the inside and apron colors to be selected by the Project Manager or the designated representative and applied in accordance with the manufacturers' recommendations.

C. Playing Lines

Tennis: Tennis court line markings shall be in accordance with USTA, ITA rules of tennis, and/or match existing markings. Lining shall be done by hand, brush or roller in a manner to obtain clean, sharp edges. Apply white line markings in two (2) inch wide playing lines, masked and painted with two (2) coats of approved white line paint. Baseline width (2-4"), to be determined by the Project Manager or approved representative for each project. Court color scheme(s) to be determined by the Project Manager or approved representative after project award.

Basketball: Basketball court line markings shall be in accordance with NCAA and NFHS rules of basketball, and/or match existing markings. Lining shall be done by hand, brush or roller in a manner to obtain clean, sharp edges. Apply white line markings in two (2) inch wide playing lines, masked and painted with two (2) coats of approved line paint. Court color scheme(s) to be determined by the Project Manager or duly authorized representative after project award.

D. Net Post

All existing net posts located within tennis courts that will be resurfaced are to be replaced with new McGregor Super Pro 5000 or approved equal, including installation of in-ground sleeves and all hardware necessary for proper function. Powder coating color shall be "Hunter Green" or standard green powder coating finish provided by manufacturer. Net posts shall include but not be limited to:

- Powder coated "green" finish
- Complete with brass winder and lacing bars
- In-ground sleeves for easy replacement
- In-ground sleeve installation provided by the Contractor per manufacturers specifications.

E. Wind Screening

Wind screen shall meet or exceed the minimum specifications as follows:

- Color Green
- Open mesh polypropylene
- Fill content: 100% polypropylene
- 4.9 ounce sq. yd. weight
- Tear Strength
- Warp: 120 lbs.
- Fill: 75 lbs.
- Tensile Strength
- Warp: 320 lbs.
- Fill: 170 lbs.
- $\geq 87\%$ shade
- Stitched and bound edge with 1 1/4" black tape and brass #1 grommets placed every foot on all sides, the center and in the corners

4. SERVICE REQUIREMENTS

The Contractor shall be advised by the Project Manager when work is required for a Project. Failure to respond within the times set forth may result in liquidated damages or termination of contract in accordance with the Contract. The Contractor shall:

- A. Provide a quote for each project to the Project Manager or duly authorized representative, as requested, that includes itemized costs based on Contract unit pricing.
- B. Provide a schedule for each project to the Project Manager or duly authorized representative, as requested in accordance with Contract terms and specifications.
- C. Begin each Project within fifteen (15) business days, or as agreed to by the Project Manager or duly authorized representative, after receipt of Purchase Order
- D. Coordinate and advise Calvert County Government of any requested work scheduled for weekends or holidays at least forty-eight (48) hours in advance for prior approval.
- E. Notify the Project Manager or duly authorized representative of arrival time on the job site and departure time for each day of work on any Project.
- F. Respond onsite for emergency work after notification within the time set forth in the Contract.
- G. Ensure that all work performed is high quality in accordance with good practices, procedures, and industry standards.
- H. Perform all work without unnecessarily interfering with Calvert County Government activities and be required to perform work in a timely manner.
- I. Reply to emergency repair work requests within twenty-four (24) hours and completed within two (2) business days or as agreed by the Project Manager or duly authorized representative.

5. PROTECTION AND SECURITY

Contractor shall be responsible for locking/securing courts daily before vacating the worksite. When necessary, temporary fencing for project protection shall be at the sole cost of the Contractor. Contractor shall maintain a minimum of 72 hours curing time before opening tennis courts to public play or foot traffic.

Contractor shall provide an hourly cost for overnight security using Contractor's personnel or other qualified personnel. Security may be requested for installations or repairs that require prolonged drying/curing times. Provided security means that the Contractor shall provide personnel to guard an area through a pre-defined timeframe to prevent access to any or all areas that could cause harm to the newly installed product or an individual. Any damages incurred during said time shall be rectified at the sole expense of the Contractor.

6. CLEAN UP

Upon completion of each work day, all tools, materials and debris shall be properly stored or disposed of and any damages or spills repaired or cleaned up. The Contractor shall leave the site clean of all trash. All dirt areas shall be left smooth and ready for any necessary reseeding. In general, all area(s) shall be left clean and ready for uses that do not impact project, unless written permission from the Project Manager or duly authorized representative is given.

7. WARRANTY

Contractor shall warrant all completed resurfacing, screening, painting, and appurtenances to be free of significant defects in workmanship and material for a period of one year from date of completion of the work for each Project.

8. WORK HOURS

Work shall be performed during hours approved by Calvert County Government.

A. Regular Hours

For the purpose of this Contract, work shall be performed Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. The Contractor shall schedule and coordinate work with the Project Manager or duly authorized representative issuing a purchase order.

B. After Hours

For the purpose of this Contract, after hours shall be Monday through Friday after 5:00 p.m. through 7:00 a.m. the following day, Saturdays, Sundays, and the Calvert County Government observed holidays. No after hour work shall be allowed unless prior authorization is obtained from the Project Manager or duly authorized representative. There shall be no premium for after hour work and shall be charged at the Contract unit prices.

C. Emergency Response

Prompt response time for an emergency may be needed in the case of vandalism, traffic hazards, public safety issues, etc. The Contractor must respond within twenty-four (24) hours and must be onsite within forty-eight (48) hours.

Emergency work performed shall be compensated at the contract rate plus the contract Emergency mobilization rate.

9. LABOR AND EMPLOYMENT

- A. Labor shall be incidental to the Contract bid items.
- B. The Contractor shall provide professional employees knowledgeable on the type of services to be provided under this Contract.
- C. The Contractor shall carefully, screen, train, and supervise their employees.
- D. Scheduling, competent supervision, and inspection of work shall be done by the Contractor.

- E. All employees of the Contractor shall be neat in appearance and wear uniforms with name patches identifying the company and employee name.
- F. Calvert County Government may require the dismissal of any employee of the Contractor who is incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment is contrary to consistent good relations with Calvert County Government.

11. REJECTION OF INFERIOR PRODUCTS OR MATERIALS

It is definitely understood and agreed that an inspection and approval of products or materials supplied by the Contractor in work performed for Calvert County Government shall not in any way subject Calvert County Government to pay for said products or materials, nor any portion thereof, even though incorporated in the work if said products or materials shall in fact turn out to be unfit to be used in the work; nor shall such inspection be considered as any waiver of objection to the work on account of the unsoundness of the products or materials used.

12. STANDARD PRODUCTS OR MATERIALS

All materials, products, supplies, and articles furnished shall, wherever it is specified and otherwise practicable, be the standard products or materials of recognized, reputable manufacturers. The standard products or materials of manufacturers other than those specified shall be accepted when it is proven to the satisfaction of Calvert County Government that they are equal in strength, durability, usefulness, and convenience for the purpose intended.

13. USE OF PREMISES

- A. On or about the premises and adjacent areas, the Contractor shall cause all apparatus storage of materials and activities of workmen to be confined to the limits indicated by the Project Manager or duly authorized representative, and shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as shall not duly interfere with the progress of the work or programs operated by Calvert County Government.
- B. The Contractor shall be responsible for repairing or replacing any work damaged by his operation within ten (10) calendar days after notification by the Project Manager or duly authorized representative that damage has occurred. Calvert County Government reserves the right to withhold final payment until said repairs/replacements have been completed.
- C. It shall be the responsibility of the Contractor to report to the Project Manager or duly authorized representative any damages found prior to any work at a Project site.

14. PRICING

Unit price shall include all costs, including but may not be limited to equipment, labor, materials, services, supervision, taxes, fees, travel time, fuel, mileage, and overhead.

15. INSTALLED PARTS, MATERIALS, AND EQUIPMENT FOR MARK-UP

The cost for any items, parts, materials, and equipment installed or used that is outside of the scope of work outlined in the price proposal pages shall receive prior approval by the Project Manager or duly authorized representative before purchase. Approved items shall be for the actual purchase price plus taxes and freight charges paid by the Contractor. The Contractor may charge a ten percent (10%) established markup on these items, but at no time shall the Contractor charge the ten percent (10%) markup on the tax portion of invoices received from suppliers. List prices and prices subject to discounts are not considered actual. The Contractor shall provide their supplier's invoice(s) to substantiate the cost of each item. Supplier's quotes shall not be

sufficient. The Contractor shall not charge a markup on products which are purchased off a government contract.

Environmental surcharges shall be justified and approved by Calvert County Government prior to payment.

At all times during the Contract, the Contractor shall obtain the best possible prices for parts, materials, equipment, and supplies for Calvert County Government.

16. PURCHASE ORDERS/INVOICES/PAYMENT TERMS

- A. The Contractor shall be issued purchase orders for work to be performed. Payment shall be made after satisfactory completion of work and submittal of invoice(s). "Satisfactory completion" includes, but may not be limited to, final approval by the Project Manager or duly authorized representative.
- B. The Contractor shall submit invoices within thirty (30) calendar days following the completion of work. Invoices shall include:
 - Purchase order number;
 - Detailed description of services;
 - Subcontractor's and Supplier's Partial Release and Waiver of Lien, if required;
 - Subcontractor's and Supplier's Final Release and Waiver of Lien, if required;
 - Payment terms; and
 - Remit to address.
- C. Invoices shall be sent via email to: ParksRecreation@calvertcountymd.gov
- D. Failure to supply requested information with invoices may be grounds for termination of the Contract.

NO SERVICE SHALL BEGIN until receipt of a purchase order or other notification by Calvert County Government's Procurement Office Division Chief or the Project Manager or duly authorized representative to proceed. Any work performed without prior proper notification and approval by Calvert County Government shall be the responsibility of the Contractor, and the Contractor shall bear all costs. Payment shall be made within thirty (30) calendar days more or less of receipt of invoice.

17. RIGHT TO WITHHOLD PAYMENTS

In the judgment of Calvert County Government, Calvert County Government may withhold from the Contractor so much of any approved payments due the Contractor as may be necessary:

- A. To assure the payment of just claims then due and unpaid of any subcontractors;
- B. To protect Calvert County Government from loss due to defective work not remedied; or
- C. To protect Calvert County Government from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or any of his subcontractors. Calvert County Government shall have the right to apply any such amounts so withheld in such manner as Calvert County Government may

deem proper to satisfy such claims or to accrue such protection. Such applications of such money shall be deemed payments for the account of the Contractor.

18. RESPONSIVE/QUALIFYING CONTRACTOR

In addition to other factors as noted in this ITB, the Contractor shall at a minimum meet the following requirements to qualify as a responsive bidder.

- A. No less than three (3) years as a commercial contractor providing athletic surfacing and asphalt maintenance with a demonstrated capability of and a proven record of providing the service requirements satisfactorily.
- B. Contractor shall be fully licensed and insured.
- C. Contractor shall have a business telephone manned during normal business hours. The Contractor shall be accessible at all times during normal business hours and provide Calvert County Government with after hour contact information particularly for emergency work.
- D. Contractor shall have adequate equipment, qualified, licensed, and trained personnel, and financial ability to ensure the work shall be performed with high standards at all times.
- E. Company trucks with two-way radio or cell phone communication with the Contractor's office. Cell phones and/or pagers are an acceptable substitute for two-way radios. Trucks shall be easily identifiable with company name and license number.

19. CODES, PERMITS, AND LICENSES

Contractor shall obtain and pay for any and all permits, fees, or licenses required to perform the work. Contractor hereby certify that it is licensed to do business as permitted. All work shall comply with the standards as set forth in this Contract and all applicable state and local codes and ordinances, and any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any other standards, rules, regulations or requirements of these authorities. The Contractor shall procure all necessary licenses to carry out his work in accordance with these specifications.

20. SUBCONTRACTING

In addition to the terms and conditions set forth in the General Conditions of Bid and Contract, the Contractor shall provide written price quotes from at least two (2) subcontractors for any subcontracted work. The Contractor shall only add a 10% mark up to the materials portion of the subcontracted work.

All subcontractors shall be approved by Calvert County Government prior to the subcontractor performing any work under this Contract.

21. CONTRACT PERIOD

- A. The term of this Contract shall be for one (1) year from date indicated in the Notice to Proceed, or otherwise indicated by Calvert County Government, with the option of extending the Contract for four (4) additional one (1) year periods under the same terms and conditions.
- B. This Contract shall be automatically renewed unless notice of nonrenewal shall be made to the Contractor by Calvert County Government or to Calvert County Government by the Contractor at least ninety (90) calendar days prior to the contract anniversary date which is the date in the Notice to Proceed or otherwise indicated by Calvert County Government.

22. PRICE ADJUSTMENT

- A. All prices offered herein shall be firm against any increase for one (1) year from the effective date of this contract. Prior to commencement of subsequent renewal terms, Calvert County Government shall entertain a request for escalation considering Calvert County Government's budgetary and economic conditions. If those conditions allow, Calvert County Government would use the U.S. Department of Labor Consumer Price Index (CPI) for the Washington Metropolitan Area, based upon a twelve (12) month average over the prior year to help determine the amount of the increase. If the increase is approved, it would become effective the first day of the subsequent renewal and shall not exceed three percent (3%).
- B. Written requests for price increases from the Contractor shall be received by the **Procurement Office** at least ninety (90) calendar days prior to the end of any renewal term. Failure to meet the ninety (90) calendar day request shall result in Calvert County Government denying any price increase.

23. REPORTS AND RECORDS

The Contractor shall furnish a detailed written report of work performed on each Project under this Contract.

The Contractor shall provide and maintain a record system acceptable to Calvert County Government covering the services under this Contract. Complete records of all work performed by the Contractor shall be maintained and made available to Calvert County Government during the Contract term and shall be provided to Calvert County Government at the termination of the Contract.

Information retained shall include, but may not be limited to, project location, and work performed.

24. INSPECTION OF SERVICES

- A. Definitions – "Service", as used in this Contract, includes services performed, timely completion of services performed, workmanship, and material furnished or utilized in the performance of services.
- B. Calvert County Government shall have the right to inspect all services, equipment, products, and materials called for by the Contract, to the extent practicable at all times and places during the term of the Contract. Calvert County Government shall perform inspections in a manner that shall not unduly delay the work.
- C. If any of the services do not conform to the Contract requirements, Calvert County Government may require the Contractor to perform the service again in conformity with Contract requirements at no increase in amount.
- D. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performances in conformity with contract requirements, Calvert County Government may: (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by Calvert County Government that is directly related to the performance of such service; or (2) terminate the Contract for default.

25. SAFETY MEASURES

- A. Contractor shall take all necessary precautions for the safety of the Contractor's employees, Calvert County Government employees, as well as all other persons on the job site and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of personnel and the public.

- B. Project sites are located within a larger park area that will remain operational. Adjacent amenities within the park will remain available to the public and safety measures must be taken by the contractor to eliminate access to equipment, materials and/or hazardous materials. Any additional barriers needed to secure such items will be at the sole expense of the Contractor unless otherwise agreed upon between the Project Manager or duly authorized representative and the Contractor.
- C. All Maryland Governmental Agencies are mandated to comply with Public Employment Occupational Safety and Health Act Legislations, which closely adheres to the Federal Occupational Safety and Health Act of 1970, requiring compliance with safety standards thereof. As of this date, all equipment owned and operated by Calvert County Government shall meet the established standards. It is therefore imperative that all concerned be made aware of and comply with the following:
 - The Contractor hereby guarantees that all services and equipment furnished or delivered to Calvert County Government as on any proposal, request for proposal, quotation, contact, or purchase order meet the requirements, specifications, and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as from time to time amended and enforced as of the date thereof.
- D. Calvert County Government retains the right to have representatives of Calvert County Government inspect any service or project taking place on Calvert County Government property or through Calvert County Government auspices. Calvert County Government reserves the right to stop work if an imminent hazard exists. The costs, if any created by a work stoppage due to unsafe conditions, shall be borne by the Contractor responsible for the unsafe condition.

26. PERFORMANCE

All work performed shall be of high quality in accordance with good practices, procedures and industry standards, and the Contractor shall conform to all Federal, State and Local laws and governmental regulations as applicable.

At the conclusion of each Project under this Contract, Calvert County Government shall complete a Contractor's Evaluation Performance. Copies of the evaluations shall be provided to the Contractor, and the original shall be kept on file by Calvert County Government.

27. INTERRUPTED SERVICE

After an interruption caused by inclement weather, the Contractor be prepared to perform the service without unnecessary delays.

28. LIQUIDATED DAMAGES

- A. In the event the Contractor shall fail to comply with any of the conditions, herein provided and as covered by the Contract, the Procurement Officer shall notify the Contractor of such failure or default and demand that the same be remedied within two (2) business days.
- B. In the event of the failure of the Contractor to remedy the same within said period, the Procurement Officer may authorize the service to be performed and to be procured from any available source, with the difference between the actual amount paid by Calvert County Government and the Contract price from the defaulting Contractor to be charged to the defaulting Contractor, plus a cost of \$50.00 per incident/per day made payable to Calvert County Government.

29. CONTACTS

Upon Notice to Proceed, the Contractor shall provide contact names and phone number, fax number, cell phone, email address, pager number, and any other contract numbers for notifications.

30. HOLIDAYS

Services may not be conducted on regularly scheduled Calvert County Government holidays unless prior approval is obtained from the Project Manager. After award, the Contractor shall be furnished with the latest list of Calvert County Government holidays, complete with the date of the month and day of the week the holidays will be in effect.

Calvert County Government may adjust the holiday list to reflect changes in Calvert County Government policy.

Each year the Contractor shall provide to the Project Manager a list of their normal and holiday dates and hours.

31. QUANTITIES

During the period of the Contract, the Contractor shall provide all service and products described in this Contract. Calvert County Government shall have no obligation to the Contractor if any quantities listed are not required. Any quantities included in the bid specifications reflect the prior annual usage of Calvert County Government for the Contract. The amounts are only an estimate and the Contractor understands and agrees that Calvert County Government is under no obligation to the Contractor to buy any set amount of products or services. The Contractor further understands and agrees that Calvert County Government may require products or services in an amount less than or in excess of the estimated contract amount, and that the quantity of products or services actually rendered, whether in excess or less than, shall not give rise to any claim for compensation other than the total of the unit price in the Contract for the quantity of products or services actually procured.

The Contractor understands and agrees that Calvert County Government shall issue purchase orders for services and/or materials on an as needed basis upon the unit prices submitted by the Contractor.

For informational purposes, following are the total amounts expended by Calvert County Government during the last three (3) fiscal years for this Contract.

Fiscal Year 2018 (July 1, 2017 through June 30, 2018)	\$16,049.75
Fiscal Year 2019 (July 1, 2018 through June 30, 2019)	\$17,329.75
Fiscal Year 2020 (July 1, 2019 through June 30, 2020)	\$33,606.50

Attachment A

- 1. Dunkirk District Park**
10750 Southern Maryland BLVD
Dunkirk MD, 20754
 - (4) Tennis Courts with (4) Pickleball Overlays
 - (2) Basketball courts

- 2. Mt. Hope Community Center**
104 Pushaw Station Rd
Sunderland MD, 20689
 - (1) Basketball court

- 3. Hallowing Point Park**
4755 Hallowing Point Road
Prince Frederick MD, 20678
 - (4) Tennis Courts with (6) Pickleball Overlays
 - (2) Basketball Courts

- 4. Harriet E. Brown Community Center**
901 Dares Beach Rd
Prince Frederick MD, 20678
 - (1) Basketball Court

- 5. Cove Point Park**
750 Cove Point Rd
Lusby MD, 20657
 - (4) Tennis Courts with (6) Pickleball Overlays
 - (2) Basketball Courts

- 6. Solomons Town Center Park**
13320 Dowell Rd
Dowell MD, 20688
 - (1) Basketball Court

SUBCONTRACTORS AND SUPPLIERS

The Contractor shall supply the name, address, phone number, and trade of each subcontractor and supplier proposed to employ under this Contract. Changes necessary for unforeseen reasons shall be submitted in writing to the Project Manager or duly authorized representative.

Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the Contractor who, prior to such undertaking, shall receive the prior approval of the main Project Manager. Calvert County Government may terminate the contract if subcontracting is performed without Calvert County Government's approval.

(If no Subcontractors are used, enter none)

Subcontractor's Type of Work, or Supplier's Type Of Equipment	Name	Address

CONTRACTOR'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

1. I am the _____ and the authorized representative of the firm of
Title

Name of Corporation

whose address is _____
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.
- _____
- _____

4. I acknowledge that this affidavit is to be furnished to Calvert County Government and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Calvert County Government may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

DATE

SIGNATURE

**STATE OF MARYLAND
CALVERT COUNTY**

SUBCONTRACTOR'S AND SUPPLIER'S PARTIAL RELEASE AND WAIVER OF LIEN

TO: The Board of County Commissioners of Calvert County, Maryland
Attention: Procurement Office
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678

The undersigned being duly sworn, deposes and says that he/she is the _____
(Title)

of _____
(Company Name)

which is a Subcontractor/Supplier whom entered into a subcontract dated _____, with

(Contractor)

relating to the furnishing of materials, labor and/or equipment for work performed in accordance with Contract _____ (hereinafter "Contract") for the Board of County Commissioners of Calvert County, Maryland (hereinafter, "Calvert County Government").

Subcontractor/Supplier acknowledges the timely receipt of \$ _____ in consideration of, and as partial payment, less retainage, if applicable, for any and all labor, services, supplies, materials, equipment, or other work furnished by the sub-contractor/supplier up to _____ the date of _____ on the above-described premises, improvements in with the subcontract/purchase order and related extra work or change orders thereto.

Subcontractor/Supplier certifies that the above sum does not include any consideration or payments for work or debt incurred on any other premises, improvements or contract, or any consideration for payment or antecedent debts of any kind to any company or individual. Subcontractor/Supplier further certifies in consideration and receipt of payment of the above sum for work performed through the indicated period, that Subcontractor/Supplier hereby waives, remises, releases and forever discharges Calvert County Government from any and all rights, demands, claims, liens or rights to lien of whatsoever nature or character which said Subcontractor/Supplier now has or ever had against Calvert County Government and their successor and assigns, which have arisen or may arise out of or incidental to work undertaken or done under or in connection with the Subcontract/Purchase Order and related extra work or change orders thereto, up to the date of _____. No action or inaction by Calvert County Government subsequent to the date this Partial Release and Waiver of Lien is executed shall void or diminish the effect of this release.

Subcontractor further certifies that all charges for labor, materials, supplies, equipment, lands, licenses, laborers, mechanics, suppliers, subcontractors or others, or other expenses for which Calvert County Government might be sued or for which a lien might be filed, have been fully satisfied and paid, and in consideration of payment hereunder hereby waives, for itself, its subcontractors, materialmen, successors and assigns, all claim and lien rights arising out of performance of the Subcontract/Purchase Order and related extra work or change orders thereto during the indicated period. Subcontractor/Supplier certifies that no laborers, mechanics, suppliers, materialmen or subcontractors, this Subcontractor/Supplier, or others, are or will be entitled to assert any rights, demands, claims, liens or rights to lien against the above described premises, improvements, contract, Calvert County Government on the above-described contract and related extra work or change orders thereto.

Subcontractor/Supplier hereby specifically agrees that it will defend, indemnify and save harmless Calvert County Government from and against all liens, suits, actions, claims or demands of the above described laborers, mechanics, materialmen, suppliers, subcontractors, this Subcontractor/Supplier, or others, filed against Calvert County Government of the building, structures, additions or improvements constructed under the above described contract or arising out of the Subcontractor's or Supplier's work or any extra work or change orders thereto through the indicated period. Subcontractor/Supplier specifically agrees that it will pay to Calvert County Government all costs, including reasonable attorney's fees, incurred because or in defense of any such suits, actions claims or demands.

Subcontractor/Supplier further certifies that he is complying with all laws, regulations and agreements governing the withholding and paying of employment taxes, union dues or other union requirements, and any other obligations related to employment of laborers by him, and any other federal, state or local taxes or fees incurred by him in the course of his business, and further, that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed for or in connection with any material, appliances, machinery, fixtures or furnishings placed upon or installed in the aforesaid premises.

IN WITNESS WHEREOF, the Subcontractor/Supplier has executed this receipt, Partial Release and Waiver of Lien this _____ day of _____, _____.

BY: _____

TITLE: _____

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20__.

(NOTARY PUBLIC SIGNATURE AND SEAL)

My commission expires _____

**STATE OF MARYLAND
CALVERT COUNTY**

SUBCONTRACTOR'S AND SUPPLIER'S FINAL RELEASE AND WAIVER OF LIEN

TO: The Board of County Commissioners of Calvert County, Maryland
Attention: Procurement Office
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678

The undersigned being duly sworn, deposes and says that he/she is the _____
(Title)

of _____
(Company Name)

which is a Subcontractor/Supplier whom entered into a subcontract dated _____, with

(Contractor)
relating to the furnishing of materials, labor and/or equipment for work performed in accordance with Contract _____ (hereinafter "Contract") for the Board of County Commissioners of Calvert County, Maryland (hereinafter, "Calvert County Government")

Subcontractor/Supplier hereby waives, remises, releases and forever discharges Calvert County Government from any and all rights, demands, claims, liens or rights to lien of whatsoever nature of character which said Subcontractor/Supplier now has or ever had against Calvert County Government and their successor and assigns, which has arisen or may arise out of or incidental to the work undertaken during the performance of referenced Contract and done under or in connection with the Subcontract/Purchase Order and related extra work or change orders thereto.

Subcontractor/Supplier further certifies that all charges for labor, materials, supplies, equipment, lands, licenses, laborers, mechanics, suppliers, materialmen or Subcontractors, or others, or expenses for which Calvert County Government might be sued or for which a lien might be filed, have been fully satisfied and paid, and hereby waives, for itself, its Subcontractors, materialmen, successors and assigns all lien rights arising out of performance of the Subcontract/Purchase Order and related extra work or change orders thereto.

Subcontractor/Supplier hereby specifically agrees that it will defend and save harmless Calvert County Government from and against all suits, actions, claims or demands of the above described laborers, mechanics, materialmen, suppliers, Subcontractors or others, filed against Calvert County Government of the building, structure, additions or improvements constructed under the above described Contract or arising out of the Subcontractor's or Supplier's work and any extra work or change orders thereto. Subcontractor/Supplier specifically agrees that it will pay to Calvert County Government all costs, including reasonable attorney's fees incurred because, or in defense of, any such suits, actions, claim or demands.

Subcontractor/Supplier further certifies that he is complying with all laws, regulations, and agreements governing the withholding and paying of employment taxes, union dues or other union requirements, and any other obligations related to employment of laborers by him, and any other business and further, that no chattel mortgage, conditional Bill of Sale or Retention of Title Agreement has been given or executed for any material, appliances, machinery, fixtures or furnishings placed upon installed in accordance with aforesaid Contract.

Subcontractor/Supplier acknowledges that nothing herein or in any related documents shall be deemed to have caused to waive any rights of Calvert County Government under the prime Contractor the Subcontract/Purchase Order, including without limitation all warranties, guarantees or other remedy provided by law by the manufacturer or required by the aforementioned document(s).

IN WITNESS WHEREOF, the Subcontractor/Supplier has executed this receipt, Final Release and Waiver of Lien this _____ day of _____, _____.

BY: _____

TITLE: _____

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20__.

(NOTARY PUBLIC SIGNATURE AND SEAL)

My commission expires _____

AGREEMENT

This Agreement made this day of in the year , by and between

hereinafter called the Contractor, and the Board of County Commissioners of Calvert County.

WHEREAS, the contract for **2022-065**
ATHLETIC SURFACING AND ASPHALT MAINTENANCE

At the price(s) submitted on page(s) **2.1 – 2.5** subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the Contract Documents:

NOTICE TO CONTRACTORS
PRICE PROPOSAL
NON-DISCRIMINATION IN EMPLOYMENT
GENERAL CONDITIONS OF BID AND CONTRACT
SPECIFICATIONS
SUBCONTRACTORS AND SUPPLIERS
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
SUBCONTRACTOR'S AND SUPPLIER'S PARTIAL RELEASE AND WAIVER OF LIEN
SUBCONTRACTOR'S AND SUPPLIER'S FINAL RELEASE AND WAIVER OF LIEN
AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Board of County Commissioners of Calvert County at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Board of County Commissioners of Calvert County evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Board of County Commissioners of Calvert County that he shall well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said Contract Documents at the prices and rates respectively named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon him by said Contract Documents, or the terms of said award;

AND the Board of County Commissioners of Calvert County does hereby covenant and agree with the Contractor that it shall pay to the Contractor when due and payable under the terms of said Contract Documents and of said award, the above mentioned sum; and it shall well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents, or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intended to be so bound, as of the day and year first above written.

CONTRACTOR NAME _____

AUTHORIZED CONTRACT
REPRESENTATIVE _____
SIGNATURE TITLE

WITNESS _____

BOARD OF COUNTY COMMISSIONERS
OF CALVERT COUNTY _____ (SEAL)

WITNESS _____

APPROVED FOR LEGAL
SUFFICIENCY ON _____

BY: _____
COUNTY ATTORNEY